

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: AS-0

72881 72882

Amendment 2

May 8, 2003

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

WHITTIER PARATRANSIT SERVICE AND EAST LOS ANGELES PARATRANSIT SERVICE PROPOSITION A LOCAL RETURN TRANSIT PROGRAM SUPERVISORIAL DISTRICTS 1 AND 4 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve amending Contract Nos. 72881 and 72882 with Southland Transit Inc., for the continued operation and management of the Whittier Paratransit Service, which provides paratransit services in the unincorporated areas of South San Gabriel, Whittier Islands, Hacienda Heights, and Rowland Heights; and the East Los Angeles Paratransit Service, which provides paratransit services in the unincorporated area of East Los Angeles to enable these contracts to continue on a month-to-month for up to six months starting July 1, 2003, while replacement contracts are solicited.
- 2. Authorize Public Works to encumber up to \$42,000 and \$48,000 monthly for Whittier and East Los Angeles Paratransit Services, respectively. Funds are included in Public Works' 2003-04 budget.
- 3. Authorize the Director of Public Works to execute the amendments.

The Honorable Board of Supervisors May 8, 2003 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 16, 2000, Synopsis 42, your Board approved Contract No. 72881 with this contractor for the operation and management of the Whittier Paratransit Service for eligible patrons of the unincorporated areas of South San Gabriel, Whittier Islands, Hacienda Heights, and Rowland Heights. On May 9, 2000, Synopsis 69, your Board approved Contact No. 72882 with this contractor for the operation and management of the East Los Angeles Paratransit Service for eligible patrons of the unincorporated area of East Los Angeles. These contracts were for an initial three-year period with two 1-year renewal options beginning July 1, 2000. The purpose of this action is for your Board to approve the continuation of the operation and management of these two paratransit services on a month-to-month basis starting July 1, 2003, for up to six months while replacement contracts are solicited. This early resolicitation has been necessitated due to the contractor declining to renew the current contracts for the first-option year and to include the County's Contractor Employee Jury Service Program in these contracts. The contractor cited increased insurance and fuel cost as reasons for not renewing. As permitted under the Chief Administrative Officer's Implementation Instructions for the Jury Service Program, we negotiated the proposed month-to-month service with the contractor to ensure continuation of the services while new contracts are solicited. When proposals have been received and evaluated, we will recommend contract awards for continuous provision of these paratransit services.

<u>Implementation of Strategic Plan Goals</u>

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. These amendments will continue to utilize this contractor's expertise to effectively provide these paratransit services in a timely and cost-effective manner as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The cost for the Whittier Paratransit Service is estimated to be \$42,000 per month, at an hourly rate of \$34.11. For the East Los Angeles Paratransit Service the cost is estimated to be \$48,000 per month, at an hourly rate of \$32.69. The amendments will increase contractor's monthly rate by a three percent cost-of-living adjustment. There will be no impact on net County costs. Funds are available in Supervisorial Districts 1 and 4 Proposition A Local Return Transit funds included in the Transit Enterprise Fund administered by Public Works.

The Honorable Board of Supervisors May 8, 2003 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to execution by the Director of Public Works, the enclosed sample amendment will be properly signed by the contractor and approved as to form by County Counsel

The amendments will continue the contracts' current terms, specifications, and conditions.

CONTRACTING PROCESS

None.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continues the current services.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES Director of Public Works

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Enc.

cc: Chief Administrative Office

County Counsel

SAMPLE AMENDMENT 2 TO CONTRACT NO. CONTRACT WITH SOUTHLAND TRANSIT INCORPORATED FOR THIS AMENDMENT, made and entered into this _____ day of ______, 2003. WITNESSETH WHEREAS, Contract No. _____ was entered into between the County of Los Angeles (COUNTY) and Southland Transit Inc., on ______, to provide patrons of the unincorporated area paratransit service for eligible _____ ; and WHEREAS, Contractor is willing to provide the service on a month-to-month basis; at a monthly not-to-exceed cost of \$_____; and the County desires to continue the service while soliciting proposals for a new contract; The parties agree to amend the Contract to provide that the Contractor shall be compensated at the rate of \$_____ per hour. The Contactor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract. NOW, THEREFORE, All other terms, conditions, requirements, and specifications of the original Contract shall remain in effect. // // // // // //

	actor has caused this Contract to be executed County of Los Angeles on the day of
	COUNTY OF LOS ANGELES
	By Director of Public Works
APPROVED AS TO FORM:	
LLOYD W. PELLMAN County Counsel	
By Deputy	
	SOUTHLAND TRANSIT INC.
	By
	By Gerald N. Walker, Secretary

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